

REMARKS

Claims 1-3, 5-6, 8-11, 13, 15, 17-19, 21-22, 24-25 and 29-39 remain in the present application. Claims 1, 6, 8, 10, 15, 17, 19, 22 and 24 are amended herein. Applicants respectfully assert that no new matter has been added as a result of the claim amendments. Applicants respectfully request further examination and reconsideration of the rejections based on the arguments set forth below.

Specification Objections

The specification is objected to for minor informalities. Applicants respectfully assert that the specification, as amended herein, corrects the informalities and overcomes the specification objections.

Claim Rejections – 35 U.S.C. §112

Claims 3, 6, 8-9, 11, 15, 17-18, 22, 24-25, 20 and 34 are rejected under 35 U.S.C. §112, second paragraph, as allegedly being indefinite for failing to particularly point out and distinctly claim the subject matter which Applicants regard as the invention. Each of the rejections will be discussed in turn below.

With regard to Claims 3, 11 and 29, Applicants respectfully assert that the term “flexible,” in light of the specification, would be clear to one of ordinary skill in the art. For example, as discussed on page 10 of the present application, “[o]uter film 310 is flexible in that it has sufficient deflection that a user applying force on the surface of outer film 310 will be able to cause a conductive layer 320

disposed beneath outer film 310 to contact a digitizing element 330 which will input a command to device 300." Accordingly, Applicants respectfully assert that Claims 3, 11 and 29 comply with 35 U.S.C. §112, second paragraph.

With regard to Claims 6, 8, 15, 17, 22 and 24, the term "decorative" has been removed from the Claims. Additionally, the phrase "hidden from view" has been removed from the Claims. Accordingly, Applicants respectfully assert that Claims 6, 8, 15, 17, 22 and 24 comply with 35 U.S.C. §112, second paragraph.

With regards to Claims 9, 18 and 25, Applicants disagree with the statement on page 4 of the rejection that the limitations "indentations to indicate button functions" would be allegedly unclear to one of ordinary skill in the art. In contrast, Applicants respectfully assert that it is well known to mold or otherwise form indentations to indicate the functions of buttons. For example, power buttons on devices commonly are molded with indentations forming a symbol indicating that the button is for turning on and off the device. Accordingly, Applicants respectfully assert that Claims 9, 18 and 25 comply with 35 U.S.C. §112, second paragraph.

With regards to Claim 34, Applicants respectfully assert that Claim 34 depends from Claim 13, which depends from independent Claim 10. Neither Claim 13 nor independent Claim 10 are rejected under 35 U.S.C. §112, second paragraph. Thus, Applicants respectfully assert that a discussion of the 35 U.S.C. §112 rejection of Claim 34 is moot.

Claim Rejections – 35 U.S.C. §102

Claims 1, 3, 6, 8-9 and 35-36 are rejected under 35 U.S.C. §102(e) as being anticipated by United States Patent Number 6,529,188 to Suzuki (hereafter referred to as "Suzuki"). Applicants have reviewed the cited reference and respectfully assert that the embodiments of the present invention as recited in Claims 1, 3, 6, 8-9 and 35-36 are neither anticipated nor rendered obvious by Suzuki for the following reasons.

Applicants respectfully direct the Examiner to independent Claim 1, which recites a display assembly for an electronic device comprising (emphasis added):

a display comprising a display surface and a first side, wherein said display surface and said first side are not parallel;
a digitizer disposed above said display and for providing an input to said electronic device in response to a deformation of said digitizer; and a cover disposed above said digitizer and for enabling said deformation of said digitizer in response to a contact with said cover, wherein a first portion of said cover overlaps said display surface, wherein a second portion of said cover overlaps said first side of said display, wherein said cover comprises at least one bend joining said first and second portions and further for enabling said overlapping of said display surface and said first side of said display, and wherein said second portion of said cover is substantially parallel to said first side of said display.

Claims 3, 6, 8-9 and 35-36 depend from independent Claim 1 and recite further limitations to the claimed invention.

Applicants respectfully assert that Suzuki fails to teach or suggest the limitations of "a display comprising a display surface and a first side, wherein said display surface and said first side are not parallel," "wherein said cover

comprises at least one bend joining said first and second portions and further for enabling said overlapping of said display surface and said first side of said display" and "wherein said second portion of said cover is substantially parallel to said first side of said display" as recited in independent Claim 1. As recited and described in the present application, a display (e.g., 350 of Figure 3 and/or 450 of Figure 4) includes a display surface (e.g., a top or bottom surface of the display oriented horizontally as shown in Figures 3 and 4) and a first side (e.g., a side of the displays oriented vertically as shown in Figures 3 and 4), where the display surface and the first side are not parallel (e.g., disposed at approximately 90 degrees to one another, for example, as shown in Figures 3 and 4). Additionally, a cover (e.g., 310, 410, etc.) is disposed above the display, where the cover has a first portion (e.g., oriented horizontally in Figure 3) which overlaps the display surface and a second portion (e.g., oriented vertically in Figure 3) which overlaps the first side. The cover includes at least one bend joining the first and second portions of the cover, where the bend enables the cover to overlap the display surface and the first side of the display such that the said second portion of the cover is substantially parallel to the first side of the display.

In contrast to the claimed embodiments, Applicants understand Suzuki to teach a cover *without* a bend for enabling the cover to overlap a non-parallel display surface and side of the display as claimed. For example, assuming arguendo that touch panel 4 as taught by Suzuki is analogous to a cover as claimed, Suzuki teaches that that touch panel 4 does not have any bends as shown in Figure 10 of Suzuki. However, assuming arguendo that a depression

of touch panel 4 creates a bend in top layer 4A of touch panel 4 (e.g., as shown in Figure 1A of Suzuki), such a bend does not enable the touch panel 4 to overlap the side of display 1 as claimed. More specifically, assuming arguendo that a horizontal surface of display 1 in Figure 10 of Suzuki is analogous to a display surface as claimed, and further assuming arguendo that a vertical side of display 1 as shown in Figure 10 of Suzuki is analogous to a first side as claimed, Suzuki teaches that touch panel 4 does not include a second portion which is joined to the first portion by a bend, is not parallel to the first portion of the cover, and is substantially parallel to the side of the display as claimed.

Although pages 10 and 11 of the rejection state that the bends at the intersecting regions AR/NR and NR/SL are analogous to the claimed bend, Applicants respectfully disagree. Assuming arguendo that touch panel 4 as taught by Suzuki is analogous to a cover as claimed, Applicants respectfully assert that such a deformation of touch panel 4 does not enable the touch panel (e.g., the AR region of touch panel 4 as shown in Figure 1A) to overlap the side of display 1 such that a portion of touch panel 4 is substantially parallel to the side of display 1 as claimed. Accordingly, Applicants reiterate that Suzuki fails to teach or suggest the limitations of “a display comprising a display surface and a first side, wherein said display surface and said first side are not parallel,” “wherein said cover comprises at least one bend joining said first and second portions and further for enabling said overlapping of said display surface and said first side of said display” and “wherein said second portion of said cover is

substantially parallel to said first side of said display" as recited in independent Claim 1.

Additionally, Applicants respectfully assert that Suzuki fails to teach or suggest the limitations of "wherein said cover comprises indentations to indicate button functions" as recited in Claim 9, and similarly recited in Claims 18 and 25. As recited and described in the present application, the cover comprises indentations to indicate button functions.

In contrast to the claimed embodiments, Applicants fail to find any teaching or suggestion in Suzuki of indentations in a cover as claimed. Further, Applicants fail to find any teaching or suggestion in Suzuki of indentations in a cover *to indicate button functions* as claimed. Accordingly, Applicants reiterate that Suzuki fails to teach or suggest the limitations of "wherein said cover comprises indentations to indicate button functions" as recited in Claim 9, and similarly recited in Claims 18 and 25.

Although page 13 of the rejection states that a user's depression of top surface 4A of touchscreen 4 is analogous to the claimed indentations, Applicants respectfully disagree. Even assuming arguendo that Suzuki teaches indentations in a cover as claimed, Suzuki fails to teach that the indentations *indicate button functions* as claimed. For example, the depression of a touchscreen by a finger or pen (e.g., as shown in Suzuki's Figure 1A) does not indicate a function of a button as claimed. Accordingly, Applicants reiterate that

Suzuki fails to teach or suggest the limitations of "wherein said cover comprises indentations to indicate button functions" as recited in Claim 9, and similarly recited in Claims 18 and 25.

For these reasons, Applicants respectfully assert that independent Claim 1 is neither anticipated nor rendered obvious by Suzuki, thereby overcoming the 35 U.S.C. §102(e) rejection of record. Since dependent Claims 3, 6, 8-9 and 35-36, and 24-25 recite further limitations to the invention claimed in their respective independent Claims, dependent Claims 3, 6, 8-9 and 35-36 are also not rendered obvious by Suzuki in view of Conroy. Thus, Claims 1, 3, 6, 8-9 and 35-36 are therefore allowable.

Claim Rejections – 35 U.S.C. §103

Claims 2, 5, 10-11, 13, 15, 17-19, 21-22, 24-25, 29-34 and 37-39 are rejected under 35 U.S.C. §103(a) as being unpatentable over Suzuki in view of United States Patent Number 5,686,705 to Conroy et al. (hereafter referred to as "Conroy"). Applicants have reviewed the cited references and respectfully assert that the embodiments of the present invention as recited in Claims 2, 5, 10-11, 13, 15, 17-19, 21-22, 24-25, 29-34 and 37-39 are not rendered obvious by Suzuki in view of Conroy for the following reasons.

Applicants respectfully assert that Conroy, either alone or in combination with Suzuki, fails to cure the deficiencies of Suzuki discussed above. More specifically, Applicants respectfully assert that Conroy also fails to teach or

suggest the limitations of a display comprising a display surface and a first side, wherein said display surface and said first side are not parallel,” “wherein said cover comprises at least one bend joining said first and second portions and further for enabling said overlapping of said display surface and said first side of said display” and “wherein said second portion of said cover is substantially parallel to said first side of said display” as recited in independent Claim 1. Since independent Claims 10 and 19 recite limitations similar to those discussed above with respect to independent Claim 1, independent Claims 10 and 19 overcome the 35 U.S.C. §103(a) rejections of record. Since dependent Claims 2, 5, 11, 13, 15, 17-18, 21-22, 24-25, 29-34 and 37-39 recite further limitations to the invention claimed in their respective independent Claims, dependent Claims 2, 5, 11, 13, 15, 17-18, 21-22, 24-25, 29-34 and 37-39 are also not rendered obvious by Suzuki in view of Conroy. Therefore, Claims 2, 5, 10-11, 13, 15, 17-19, 21-22, 24-25, 29-34 and 37-39 are allowable.

CONCLUSION

Applicants respectfully assert that Claims 1-3, 5-6, 8-11, 15, 17-19, 21-22, 24-25 and 29-39 are in condition for allowance and Applicant earnestly solicits such action from the Examiner.

The Examiner is urged to contact Applicants' undersigned representative if the Examiner believes such action would expedite resolution of the present Application.

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Respectfully submitted,

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